It is a material fact, on a motion for an injunction, that the defendant does not make or sell the patented machines, but only uses it so that the injury is a loss of royalty and not a damaging competition. *Jefferson Electric, Heat & Power Co. v. Westinghouse Electric & Mfg. Co.,* 134 Fed., 392; *Morris v. Lowell Mfg. Co.,* Fed. Cas., 9,833. Where the granting of an injunction would endanger public safety, the court will refuse to grant it. *Bliss v. City of Brooklyn,* Fed. Cas., 1,544. Also when public interests are involved, or it will cause stoppage of manufacturies which employ large number of men. *Consolidated Roller Mill Co. v. Coombs,* 39 Fed., 803. Likewise, where there is more probability of incalculable mischief from the granting than from the withholding. *Day v. Candee,* Fed. Cas., 3,676; *Morris v. Lowell Mfg. Co.,* Fed. Cas., 9,833. For the chief object of the injunction is to prevent irreparable mischief, not to give the plaintiff the means of coercing a compromise upon his own terms. *Parker v. Sears,* Fed. Cas., 10,748.

SUNDAY—NOTES—VALIDITY.—MOSELY V. SELMA NATIONAL BANK, 57 SOUTH., 91 (ALA.).—*Held,* that a note made and delivered on Sunday is void and cannot be ratified.

Sunday contracts are not void at common law. *Batsford v. Emery,* 44 Barb. (N. Y.), 618; *Shuman v. Shuman,* 27 Pa. St., 90. Hence the doctrine that contracts made on Sunday are void depends on statutory enactments. *Richard v. Moore,* 107 Ill., 429. But to be void, a contract must be fully consummated on Sunday. *Tyler v. Waddingham,* 58 Conn., 375; *McKinnis v. Estes,* 81 Iowa, 749; *Winchell v. Carey,* 115 Mass., 560. Thus if a note is written, dated, and signed on Sunday but is not delivered until a secular day the note is valid. *Gibbs Mfg. Co. v. Brucker,* 111 U. S., 597; *Greathead v. Walton,* 41 Conn., 235; *Stacy v. Kemp,* 97 Mass., 166. But as between the parties a note signed and delivered on Sunday is void. *Morgan v. Bailey,* 59 Ga., 683; *Stevens v. Wood,* 127 Mass., 123; *Hill v. Sherwood,* 3 Wis., 343. Some courts hold that a note, invalid because entered into on Sunday, may be subsequently ratified. *McKinney v. Demby,* 44 Ark., 74; *King v. Fleming,* 72 Ill., 21; *Orr v. Kenworthy,* 121 N. W., 539. But the weight of authority seems to be to the contrary. *Butler v. Lee,* 11 Ala., 885; *Miles v. Javrin,* 200 Mass., 514; *Brewster v. Banta,* 66 N. J. L., 367. However, this applies only as between the parties, and if such note, void by reason of having been made on Sunday, falls into the hands of a *bona fide* purchaser for value without notice, the maker is estopped to set up the Sunday defense. *Harrison v. Powers,* 76 Ga., 218; *Cumberland Bank v. Maybery,* 48 Me., 198; *Cranson v. Goss,* 107 Mass., 439; *Vinton v. Peck,* 14 Mich., 287.

TRADE MARKS—TRADE NAMES—UNFAIR COMPETITION.—G. & C. MERRIAM CO. V. SAALFIELD, 190 FED., 928.—The use by defendant of the name "Webster" in connection with dictionaries published by him, unaccompanied by a proper explanatory statement, *Held,* in violation of the rights of com-

plainant, whose publication had become known to the public under that name, although its right to the exclusive use of the name had expired with the copyright.

Where plaintiff has for several years sold a stove on the market with trade name "Portland," a rival dealer will be restrained from advertising or selling a different stove as the "Famous Portland." *Van Horn v. Coogan,* 52 N. J. Eq., 380. So in case of "Buster Brown," title of a comic section. *New York Herald v. Star. Co.,* 146 Fed., 204. For ultimate benefit of a trade name results to the originator of the name and equity provides a remedy to prevent his being deprived of it by unfair competition. *Drake Med. Co. v. Glessner,* 67 N. E., 722. The essence of wrong is the fraud upon the public which induces the public to take defendant's goods for plaintiff's. *Croft v. Day,* 7 Beav., 84; *Amoskeag Mfg. Co. v. Spear,* 4 N. Y. Sup. Ct., 599; *Pierce v Guitland,* 68 Cal., 68; *Vitascope Co. v. U. S. Phon. Co.,* 83 Fed., 30; *Singer Mfg Co. v. June Mfg. Co.,* 163 U. S., 169. Where plaintiff has acquired a reputation for a line of goods defendant will be enjoined in selling like goods except in connection with a clear statement indicating they are not goods of plaintiff. *Allegretti v. Kellar,* 85 Fed., 643.